

**JUDGE CROTTY**

CIVIL COVER SHEET

**07 CIV****6218**JS 44C/SDNY  
REV. 12/2005

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS AMERICAN HOME MORTGAGE CORP

DEFENDANTS UNITED GENERAL MORTGAGE CORP

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Bruce Goodman, Zeichner Ellman & Krause LLP, 575  
Lexington Ave., New York, NY 10022 (212) 223-0400

ATTORNEYS (IF KNOWN)

Jung H. Park, Ropers Majeski Kohn & Bentley, 17 State St.,  
Ste 2400, New York, NY 10004 (212) 668-5927

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)

28 USC sections 1441, 1446. Plaintiff seeks damages against Defendant, in an amount not less than \$644,352.93 plus attorneys fees and costs, minus the value of the foreclosed property, for an alleged breach of contract claim.

Has this or a similar case been previously filed in SDNY at any time? No ☒ Yes? ☐ Judge Previously Assigned ☐If yes, was this case Vol ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date \_\_\_\_\_

(PLACE AN [X] IN ONE BOX ONLY)

NATURE OF SUIT

ACTIONS UNDER STATUTES

**RECEIVED**  
JUL 05 2007  
U.S.D.C. S.D.N.Y.  
CASHIERS

| TORTS  |   | FORFEITURE/PENALTY                             |  | BANKRUPTCY                                    |   | OTHER STATUTES |  |
|--|---|--|--|---|---|----------------|--|
| <b>CONTRACT</b>  | <b>PERSONAL INJURY</b>                          | <b>PERSONAL INJURY</b>                         | <input type="checkbox"/> 610 AGRICULTURE       | <input type="checkbox"/> 422 APPEAL           | <input type="checkbox"/> 400 STATE              |                |  |
| <input type="checkbox"/> 110 INSURANCE                 | <input type="checkbox"/> 310 AIRPLANE           | <input type="checkbox"/> 362 PERSONAL INJURY - | <input type="checkbox"/> 620 FOOD & DRUG       | <input type="checkbox"/> 28 USC 158           | <input type="checkbox"/> REAPPORTIONMENT        |                |  |
| <input type="checkbox"/> 120 MARINE                    | <input type="checkbox"/> 315 AIRPLANE PRODUCT   | <input type="checkbox"/> MED MALPRACTICE       | <input type="checkbox"/> 625 DRUG RELATED      | <input type="checkbox"/> 423 WITHDRAWAL       | <input type="checkbox"/> 410 ANTITRUST          |                |  |
| <input type="checkbox"/> 130 MILLER ACT                | <input type="checkbox"/> LIABILITY              | <input type="checkbox"/> 365 PERSONAL INJURY   | <input type="checkbox"/> SEIZURE OF            | <input type="checkbox"/> 28 USC 157           | <input type="checkbox"/> 430 BANKS & BANKING    |                |  |
| <input type="checkbox"/> 140 NEGOTIABLE                | <input type="checkbox"/> 320 ASSAULT, LIBEL &   | <input type="checkbox"/> PRODUCT LIABILITY     | <input type="checkbox"/> PROPERTY              |   | <input type="checkbox"/> 450 COMMERCE/ICC       |                |  |
| <input type="checkbox"/> INSTRUMENT                    | <input type="checkbox"/> SLANDER                | <input type="checkbox"/> 368 ASBESTOS PERSONAL | <input type="checkbox"/> 630 LIQUOR LAWS       | <b>PROPERTY RIGHTS</b>                        | <input type="checkbox"/> 460 DEPORTATION        |                |  |
| <input type="checkbox"/> 150 RECOVERY OF               | <input type="checkbox"/> 330 FEDERAL            | <input type="checkbox"/> INJURY PRODUCT        | <input type="checkbox"/> RR & TRUCK            | <input type="checkbox"/> 820 COPYRIGHTS       | <input type="checkbox"/> 470 RACKETEER INFLU-   |                |  |
| <input type="checkbox"/> OVERPAYMENT &                 | <input type="checkbox"/> EMPLOYERS'             | <input type="checkbox"/> LIABILITY             | <input type="checkbox"/> 650 AIRLINE REGS      | <input type="checkbox"/> 830 PATENT           | <input type="checkbox"/> ENCED & CORRUPT        |                |  |
| <input type="checkbox"/> ENFORCEMENT OF                | <input type="checkbox"/> LIABILITY              | <b>PERSONAL PROPERTY</b>                       | <input type="checkbox"/> 660 OCCUPATIONAL      | <input type="checkbox"/> 840 TRADEMARK        | <input type="checkbox"/> ORGANIZATION ACT       |                |  |
| <input type="checkbox"/> JUDGMENT                      | <input type="checkbox"/> 340 MARINE             | <input type="checkbox"/> 370 OTHER FRAUD       | <input type="checkbox"/> 690 OTHER             | <b>SOCIAL SECURITY</b>                        | <input type="checkbox"/> (RICO)                 |                |  |
| <input type="checkbox"/> 151 MEDICARE ACT              | <input type="checkbox"/> 345 MARINE PRODUCT     | <input type="checkbox"/> 371 TRUTH IN LENDING  | <b>LABOR</b>                                   | <input type="checkbox"/> 861 MIA (1395FF)     | <input type="checkbox"/> 480 CONSUMER CREDIT    |                |  |
| <input type="checkbox"/> 152 RECOVERY OF               | <input type="checkbox"/> LIABILITY              | <input type="checkbox"/> 380 OTHER PERSONAL    | <input type="checkbox"/> 710 FAIR LABOR        | <input type="checkbox"/> 862 BLACK LUNG (923) | <input type="checkbox"/> 490 CABLE/SATELLITE TV |                |  |
| <input type="checkbox"/> DEFAULTED                     | <input type="checkbox"/> 350 MOTOR VEHICLE      | <input type="checkbox"/> PROPERTY DAMAGE       | <input type="checkbox"/> STANDARDS ACT         | <input type="checkbox"/> 863 DIWC (405(g))    | <input type="checkbox"/> 810 SELECTIVE SERVICE  |                |  |
| <input type="checkbox"/> STUDENT LOANS                 | <input type="checkbox"/> 355 MOTOR VEHICLE      | <input type="checkbox"/> 385 PROPERTY DAMAGE   | <input type="checkbox"/> LABOR/MGMT            | <input type="checkbox"/> 863 DIWW (405(g))    | <input type="checkbox"/> 850 SECURITIES/        |                |  |
| <input type="checkbox"/> (EXCL VETERANS)               | <input type="checkbox"/> PRODUCT LIABILITY      | <input type="checkbox"/> PRODUCT LIABILITY     | <input type="checkbox"/> 720 LABOR/MGMT        | <input type="checkbox"/> 864 SSID TITLE XVI   | <input type="checkbox"/> EXCHANGE               |                |  |
| <input type="checkbox"/> 153 RECOVERY OF               | <input type="checkbox"/> 360 OTHER PERSONAL     |  | <input type="checkbox"/> 730 LABOR/MGMT        | <input type="checkbox"/> 865 RSI (405(g))     | <input type="checkbox"/> 875 CUSTOMER           |                |  |
| <input type="checkbox"/> OVERPAYMENT OF                | <input type="checkbox"/> INJURY                 |  | <input type="checkbox"/> REPORTING &           |   | <input type="checkbox"/> CHALLENGE              |                |  |
| <input type="checkbox"/> VETERANS BENEFITS             |   |  | <input type="checkbox"/> DISCLOSURE ACT        |   | <input type="checkbox"/> 12 USC 3410            |                |  |
| <input type="checkbox"/> 160 STOCKHOLDERS SUITS        | <b>ACTIONS UNDER STATUTES</b>                   | <b>PRISONER PETITIONS</b>                      | <input type="checkbox"/> 740 RAILWAY LABOR ACT | <b>FEDERAL TAX SUITS</b>                      | <input type="checkbox"/> 891 AGRICULTURE ACTS   |                |  |
| <input checked="" type="checkbox"/> 190 OTHER CONTRACT | <b>CIVIL RIGHTS</b>                             | <input type="checkbox"/> 510 MOTIONS TO        | <input type="checkbox"/> 790 OTHER LABOR       | <input type="checkbox"/> 870 TAXES            | <input type="checkbox"/> 892 ECONOMIC           |                |  |
| <input type="checkbox"/> 195 CONTRACT PRODUCT          | <input type="checkbox"/> 441 VOTING             | <input type="checkbox"/> VACATE SENTENCE       | <input type="checkbox"/> LITIGATION            | <input type="checkbox"/> 871 IRS-THIRD PARTY  | <input type="checkbox"/> STABILIZATION ACT      |                |  |
| <input type="checkbox"/> LIABILITY                     | <input type="checkbox"/> 442 EMPLOYMENT         | <input type="checkbox"/> 28 USC 2255           | <input type="checkbox"/> 791 EMPL RET INC      | <input type="checkbox"/> 20 USC 7609          | <input type="checkbox"/> 893 ENVIRONMENTAL      |                |  |
| <input type="checkbox"/> 196 FRANCHISE                 | <input type="checkbox"/> 443 HOUSING            | <input type="checkbox"/> 530 HABEAS CORPUS     | <input type="checkbox"/> SECURITY ACT          |   | <input type="checkbox"/> MATTERS                |                |  |
|  | <input type="checkbox"/> ACCOMMODATIONS         | <input type="checkbox"/> 535 DEATH PENALTY     |  |   | <input type="checkbox"/> 894 ENERGY             |                |  |
| <b>REAL PROPERTY</b>                                   | <input type="checkbox"/> 444 WELFARE            | <input type="checkbox"/> 540 MANDAMUS & OTHER  |  |   | <input type="checkbox"/> ALLOCATION ACT         |                |  |
| <input type="checkbox"/> 210 LAND CONDEMNATION         | <input type="checkbox"/> 445 AMERICANS WITH     | <input type="checkbox"/> 550 CIVIL RIGHTS      |  |   | <input type="checkbox"/> FREEDOM OF             |                |  |
| <input type="checkbox"/> 220 FORECLOSURE               | <input type="checkbox"/> DISABILITIES -         | <input type="checkbox"/> 555 PRISON CONDITION  |  |   | <input type="checkbox"/> INFORMATION ACT        |                |  |
| <input type="checkbox"/> 230 RENT LEASE &              | <input type="checkbox"/> EMPLOYMENT             |  |  |   | <input type="checkbox"/> 900 APPEAL OF FEE      |                |  |
| <input type="checkbox"/> EJECTMENT                     | <input type="checkbox"/> 446 AMERICANS WITH     |  |  |   | <input type="checkbox"/> DETERMINATION          |                |  |
| <input type="checkbox"/> 240 TORTS TO LAND             | <input type="checkbox"/> DISABILITIES -OTHER    |  |  |   | <input type="checkbox"/> UNDER EQUAL ACCESS     |                |  |
| <input type="checkbox"/> 245 TORT PRODUCT              | <input type="checkbox"/> 440 OTHER CIVIL RIGHTS |  |  |   | <input type="checkbox"/> TO JUSTICE             |                |  |
| <input type="checkbox"/> LIABILITY                     |   |  |  |   | <input type="checkbox"/> 950 CONSTITUTIONALITY  |                |  |
| <input type="checkbox"/> 290 ALL OTHER                 |   |  |  |   | <input type="checkbox"/> OF STATE STATUTES      |                |  |
| <input type="checkbox"/> REAL PROPERTY                 |   |  |  |   | <input type="checkbox"/> 890 OTHER STATUTORY    |                |  |
|  |   |  |  |   | <input type="checkbox"/> ACTIONS                |                |  |

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.?  
IF SO, STATE:

DEMAND \$ 644,352.93 OTHER \_\_\_\_\_ JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

Check YES only if demanded in complaint  
JURY DEMAND: ☐ YES ☐ NO

NOTE: Please submit at the time of filing an explanation of why cases are deemed related.

(SEE REVERSE)

(PLACE AN x IN ONE BOX ONLY)

## ORIGIN

- ☐ 1 Original Proceeding
 ☒ 2a. Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from (Specify District)
 ☐ 6 Multidistrict Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge Judgment
- ☐ 2b. Removed from State Court
- AND at least one party is a pro se litigant

(PLACE AN x IN ONE BOX ONLY)

## BASIS OF JURISDICTION

- ☐ 1 U.S. PLAINTIFF
 ☐ 2 U.S. DEFENDANT
 ☐ 3 FEDERAL QUESTION (U.S. NOT A PARTY)
 ☒ 4 DIVERSITY

IF DIVERSITY, INDICATE  
CITIZENSHIP BELOW.  
(28 USC 1332, 1441)

## CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

|                          | PTF                                   | DEF                                   |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|--------------------------|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| CITIZEN OF THIS STATE    | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | CITIZEN OR SUBJECT OF A FOREIGN COUNTRY                   | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| CITIZEN OF ANOTHER STATE | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 | FOREIGN NATION  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

American Home Mortgage Corp.  
538 Broadhollow Rd., Melville, NY 11747  
Suffolk County

## DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

United General Mortgage Corp.  
1412 Walter Street, Bethlehem, PA 18015  
Northampton County

## DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ FOLEY SQUARE  
(DO NOT check either box if this a PRISONER PETITION.)

DATE 7/5/07 SIGNATURE OF ATTORNEY OF RECORD



ADMITTED TO PRACTICE IN THIS DISTRICT

☐ NO☒ YES (DATE ADMITTED Mo. Nov Yr. 2006)

Attorney Bar Code # JP1227

RECEIPT #

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge \_\_\_\_\_ is so Designated.

J Michael McMahon, Clerk of Court by \_\_\_\_\_ Deputy Clerk, DATED \_\_\_\_\_

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

UNITED STATES HOME DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUDGE CROTTY

AMERICAN HOME MORTGAGE  
CORP,

Plaintiffs,

v.

UNITED GENERAL MORTGAGE  
CORPORATION

Defendant.

Ca

07 CIV 6218

DEFENDANT'S NOTICE  
OF REMOVAL FROM STATE  
COURT TO UNITED STATES  
DISTRICT COURT

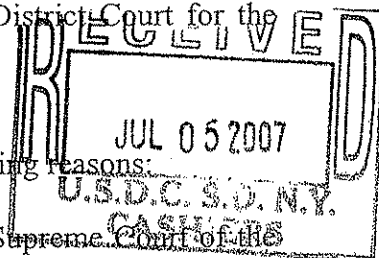
TO THE JUDGES OF THE UNITED STATES DISTRICT COURT, SOUTHERN  
DISTRICT OF NEW YORK, AND TO PLAINTIFF AND ITS ATTORNEY OF  
RECORD HEREIN:

PLEASE TAKE NOTICE that defendant United General Mortgage Corp.  
("United") hereby removes the above-entitled action from the Supreme Court of New  
York, in and for the County of New York, to the United States District Court for the  
Southern District of New York pursuant to 28 U.S.C. §1441

Defendant United states that removal is proper for the following reasons:

1. On June 6, 2007, an action was commenced in the Supreme Court of the  
State of New York in and for the County of New York, entitled American Home  
Mortgage Corp. v. United General Mortgage Corp., index no. 601885/07. A copy of the  
complaint is attached hereto as Exhibit A.

2. The first date upon which defendant United received a copy of said  
complaint was June 6, 2007, when Plaintiff American Home Mortgage Corp.  
("American") requested that the undersigned law firm accept service on behalf of



Defendnat United. A copy of the summons is attached hereto as Exhibit B.

3. Removal of this case is based upon diversity of citizenship.

4. Plaintiff is a citizen of the State of New York. Defendant is a corporation incorporated in a state other than New York that has its principal place of business in Pennsylvania. The amount in controversy in this case exceeds \$75,000, exclusive of interest and costs. See Complaint, pages 5, 6.

5. Defendant has given written notice of the filing of this Notice to plaintiff, and has likewise filed a written notice of removal with the Clerk of the Supreme Court of New York, County.

6. This Notice of Removal is timely filed under the provisions of 28 U.S.C. § 1446(b); to-wit, filed within thirty days after service of the Complaint on the defendant.

7. The undersigned has read this Notice of Removal, and to the best of the undersigned's knowledge, information and belief, formed after reasonable inquiry, it is well grounded in fact, it is warranted by existing law, and is not interposed for any improper purpose.

Dated: July 2, 2007

ROPERS, MAJESKI, KOHN & BENTLEY

By: 

Geoffrey W. Heineman (GH 4334)

Jung H. Park (JP 1227)

Attorney for Defendant

*United General Mortgage Corporation*

17 State Street, Suite 2400

New York, New York 10004

(212) 668-5927

# **EXHIBIT A**

SUPREME COURT: NEW YORK COUNTY

AMERICAN HOME MORTGAGE CORP.,

Plaintiff,

— against —

UNITED GENERAL MORTGAGE CORP.,

Defendant.

Index No.: 601885/07

**COMPLAINT**

Plaintiff American Home Mortgage Corp. (“American Home”), by its attorneys, Zeichner Ellman & Krause LLP, for its complaint alleges, upon information and belief, as follows:

**FOR A FIRST CAUSE OF ACTION**

1. American Home is a New York corporation with its principal place of business at 538 Broadhollow Road in Melville, New York.
2. Defendant United General Mortgage Corp. (“United General”) is a foreign corporation with its principal place of business at 1412 Walter Street, Bethlehem, Pennsylvania 18015.
3. On or about March 13, 2006, American Home and United General entered into an American Home Correspondent Agreement (the “Agreement”) pursuant to which United General agreed to sell, and American Home agreed to purchase certain residential mortgage loans “in accordance with the terms and conditions of th[e]

Agreement and the AHM Correspondent Guide, as amended from time to time (the 'Guide')."

4. Section 6.5: Early Payment Default of the Guide provides, in relevant part:

American Home Mortgage reserves the right to require repurchase of any mortgage loan in which one or more 30-day delinquency occurred in the three months following our purchase of the loan.

The repurchase price to be paid to AHM shall be an amount equal to the outstanding principal balance at par of such Mortgage Loan plus accrued interest to the date of repurchase plus any reasonable cost or expense incurred by AHM relating to the repurchase. Such cost or expense as documented in writing by AHM including but not limited to the following: attorney fees, foreclosure fees, bankruptcy fees, property maintenance and inspection fees, escrow shortage, and corporate advances.

5. Section 8.94: Repurchase of the Guide, provides in relevant part:

[Defendant] shall have a period of thirty (30) days from ...its receipt of notice of any Breach to correct or cure such Breach. [Defendant] hereby covenants and agrees that if any such Breach is not corrected or cured within such thirty (30) day period, [defendant] shall, within such period, at AHM's option, repurchase such Mortgage Loan at the Repurchase Price.

6. Pursuant to the Agreement, American Home purchased two mortgage loans from United General, both secured by the same real property, which are now in default as a result of delinquent early payments, and which United General is

obligated to repurchase from American Home pursuant to the terms of the Agreement.

The two mortgage loans now in default (collectively, the "Mortgage Loans") are:

- (a)    Loan No.:        1354080  
         Borrower:       Phillip H. Nguyen  
         Property:        6 New Light Place  
                             Spring, Texas 77382  
                             (the "First Mortgage Loan")
  
- (b)    Loan No.:        1354169  
         Borrower:       Phillip H. Nguyen  
         Property:        6 New Light Place  
                             Spring, Texas 77382  
                             (the "Second Mortgage Loan")

7.       Pursuant to the terms of the Agreement, American Home provided United General with due written notice of the default of the Mortgage Loans and demanded that United General repurchase them.

8.       The aggregate repurchase price for Mortgage Loans is \$644,352.93.

9.       United General failed to repurchase the Mortgage Loans despite American Home's demands.

10.      By reason of the foregoing, United General materially breached its obligations to American Home pursuant to the Agreement.

11.      Due to non-payment of the First Mortgage Loan, American Home foreclosed on said loan and at the foreclosure sale purchased the real property securing said loan (the "REO Property").



12. American Home now owns or beneficially owns the REO Property.

13. American Home is ready and willing, and hereby offers to deed the REO Property to United General upon payment of the aggregate repurchase price for the Mortgage Loans.

14. American Home requests that this Court award American Home judgment in an amount no less than the aggregate repurchase price of the Mortgage Loans, less the value of the REO Property.

**FOR A SECOND CAUSE OF ACTION**

15. American Home repeats and realleges the allegations contained in paragraphs 1 through 14 above.

16. Section 8.28: Acceptable Investment of the Guide provides that defendant warrants to AHM that:

No circumstances or conditions exist with respect to the Mortgage, the Mortgaged Property, the Borrower, the Borrower's credit standing or otherwise that could reasonably be expected to cause an investor to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent, or materially adversely affect the value or marketability of the Mortgage Loan.

17. The borrower's early payment default on the Mortgage Loans would reasonably be expected to cause an investor to regard the loans as an unacceptable investment because of their likelihood to become delinquent, or to materially affect the value or marketability of said loans.

18. By reason of the foregoing, United General materially breached its obligations to American Home pursuant to the Agreement.

19. American Home is ready and willing, and hereby offers to reassign the Mortgage Loans to United General upon payment of the repurchase price of said loan.

20. American Home requests that this Court award American Home judgment in an amount no less than the aggregate repurchase price of the Mortgage Loans, less the value of the REO Property.

**WHEREFORE**, American Home demands judgment against defendant as follows:

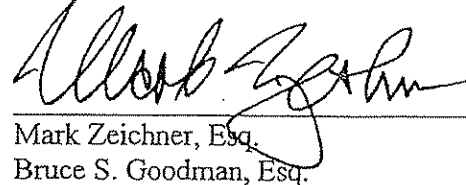
- (a) on the first claim for relief, directing that American Home have judgment against defendant United General in the amount of no less than \$644,352.93, plus costs and expenses, including attorneys' fees and disbursements, less the value of the REO Property;

- (b) on the second claim for relief, directing that American Home have judgment against defendant United General in the amount of no less than \$644,352.93, plus costs and expenses, including attorneys' fees and disbursements, less the value of the REO Property;
- (c) for all appropriate interest, together with costs and disbursements of this action; and
- (d) for such further and other relief as the Court deems just and proper.

Dated: New York, New York  
June 5, 2007

ZEICHNER ELLMAN & KRAUSE LLP

By:



Mark Zeichner, Esq.  
Bruce S. Goodman, Esq.  
Attorneys for Plaintiff  
575 Lexington Avenue  
New York, New York 10022  
(212) 223-0400

SUPREME COURT: NEW YORK COUNTY

Index No.: 601885/07

AMERICAN HOME MORTGAGE CORP.,

Plaintiff,

— against —

UNITED GENERAL MORTGAGE CORP.,

Defendant.

SUMMONS AND COMPLAINT

ZEICHNER ELLMAN & KRAUSE LLP

575 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10022

TEL: (212) 223-0400

FAX: (212) 753-0396

[www.zeklaw.com](http://www.zeklaw.com)

# **EXHIBIT B**

SUPREME COURT: NEW YORK COUNTY

AMERICAN HOME MORTGAGE CORP.,

Plaintiff,

— against —

UNITED GENERAL MORTGAGE CORP.,

Defendant.

Index No.: 601885/07

SUMMONS

Plaintiff designates New York County as the place of trial pursuant to CPLR 501.

To the above-named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
June 5, 2007

NEW YORK  
COUNTY CLERK'S OFFICE

**JUN - 6 2007**

**NOT COMPARED  
WITH COPY FILE**

ZEICHNER ELLMAN & KRAUSE LLP

By: 

Mark Zeichner, Esq.  
Bruce S. Goodman, Esq.  
Attorneys for Plaintiff  
575 Lexington Avenue  
New York, New York 10022  
(212) 223-0400

TO: UNITED GENERAL MORTGAGE CORP.  
1412 Walter Street  
Bethlehem, Pennsylvania 18015

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

=====X  
AMERICAN HOME MORTGAGE  
CORP,

Plaintiffs,

v.

UNITED GENERAL MORTGAGE  
CORPORATION

Defendant.  
=====X

Case No. 07 CIV 6218

STATEMENT PURSUANT TO  
F.R.C.P. 7.1 (a)

United General Mortgage Corporation has no parent corporations. No publicly-held company owns more than 10% of United General Mortgage Corporation's stock.

Dated: July 2, 2007

ROPERS, MAJESKI, KOHN & BENTLEY

By: 

Geoffrey W. Heineman (GH 4334)

Jung H. Park (JP 1227)

Attorney for Defendant

*United General Mortgage Corporation*

17 State Street, Suite 2400

New York, New York 10004

(212) 668-5927